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9  
 10 [Proposed] Special Counsel for Chapter 7 Trustee  
 11 and Counsel for Dustin C. Youren

12  
 13  
**UNITED STATES BANKRUPTCY COURT**  
 14  
**DISTRICT OF NEVADA**

15 In re:

16 DEBRA YOUREN

17 *Debtor.*

18  
 19 DUSTIN C. YOUREN; and CHRISTINA W.  
 20 LOVATO, Chapter 7 Trustee,

21 *Plaintiffs,*

22 vs.

23 AMERICAN AGCREDIT, FLCA, a Federally  
 24 Chartered Farm Credit System Institution,  
 25 DEBRA K. YOUREN; BUSTER ALLEY,

26 *Defendants,*

27 Case No.: 22-50556-hlb  
 28 (Chapter 7)

Adv. Proc. No. 24-05014-hlb

29  
**STIPULATION AND REQUEST FOR**  
**ORDER REGARDING SALE OF**  
**PROPERTY AND DISBURSEMENT**  
**OF PROCEEDS**

30 Hrg Date: N/A  
 31 Hrg Time: N/A

32 Plaintiffs Dustin C. Youren (“Youren”) and Christina W. Lovato, Chapter 7 Trustee (the  
 33 “Trustee”), Defendant Buster Alley (“Alley”), and Defendant American AgCredit, FLCA  
 34 (“American AgCredit”) (collectively “the parties”), by and through their counsel of record, hereby  
 35 enter into the following stipulation and request the Court to enter an Order approving same.

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1. The property which is the subject of this adversary action is a ranch commonly known as the Medicine Springs Ranch. A portion of the ranch is located in White Pine County, Nevada, and the remaining portion in Juab County, Utah. It consists of approximately 320 acres of land and the associated water rights and grazing permits and the associated improvements (collectively the "Ranch"). The portion of the Ranch in White Pine County, Nevada, has the following legal description and is White Pine County Assessor's Parcel Number 008-570-04:

Lot 4, and the Southeast quarter of the Southwest quarter of Section 22, township 21 North, Range 70 east, M.D.B. and M and Lots 1, 2 and the Northeast quarter of the Northwest quarter of Section 27, Township 21 North, Range 70 east, M.D.B. and M. also all water and water rights appurtenant thereto, including an undivided one-third (1/3) interest in and to the use of the water of Henriod Spring, which waters have heretofore been used on the above described real property for irrigation and domestic purposes, also Cane Spring. Together with grazing privileges on the East and West Mill Spring Allotment and the Indian George Allotment administered by the Bureau of Land Management in Nevada and the Partoun Allotment administered by the Bureau of Land Management in Utah.

The portion of the Ranch located in Juab County, Utah has the following legal description and is Juab County Parcel No. F000-6530-12 (as noted in the legal description below):

Parcel No. F000-6530-12: The Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 30, Township 13 South, Range 19 West, Salt Lake Meridian.

Beginning at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 30, Township 13 South, Range 19 West, Salt Lake Meridian, thence East along the mid-section line 523.35 feet to the East line of a county road, thence South 30°59' East 42.6 feet along the East line of said county road, thence North 69°35' East 626.58 feet, more or less, to the East line of property as deeded to "Harris" in Book 304, Page 385, thence South 182.06 feet along said line to the mid-section line, thence East 187.5 feet to the Northeast corner of the Northeast quarter of the Southwest quarter of said Section, thence South 1320 feet to the Southeast corner of the Northeast quarter of the Southwest quarter, thence West 1320 feet to the Southwest corner of the Northeast quarter of the Southwest quarter, thence North 1320 feet to the place of beginning.

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1           2. On or about August 14, 2024, Alley as "Seller" and Deep Creek Land & Cattle  
 2 Utah, LLC ("Deep Creek") as "Buyer" entered into that certain Real Estate Purchase Contract for  
 3 Land (the "Purchase Contract") for the purchase of the Ranch by Deep Creek. The purchase price  
 4 for the Ranch is \$1,241,200.

5           3. The escrow for the purchase and sale of the Ranch is being handled by Stewart Title  
 6 Company, 810 Idaho Street, Elko, Nevada 89801 and Juab Title & Abstract Company, 33 East  
 7 200 North, Nephi, Utah 84648 (collectively the "Title Companies").

8           4. The closing of the purchase and sale of the Ranch under the Purchase Contract is  
 9 December 31, 2024.

10          5. The parties have agreed to the following with respect to the sale of the Ranch to  
 11 Deep Creek and the disposition of the proceeds of said sale:

- 12           a. The Trustee will release the Lis Pendens recorded against the Ranch and will  
               execute any documents required by the Title Companies to transfer clear title  
               to the Ranch to Deep Creek. A true and correct copy of the form of the Release  
               of Lis Pendens is attached hereto as Exhibit 1;
- 16           b. Alley, Youren and the Trustee must approve the final closing statement for the  
               purchase of the Ranch by Deep Creek;
- 18           c. Title of the Ranch shall be conveyed by Alley to Deep Creek and Alley is  
               authorized to sign a deed free and clear of all claims, liens and encumbrances;
- 20           d. The claims asserted by Alley, Youren, American AgCredit and the Trustee shall  
               attach to the proceeds of the sale, which will be distributed as follows:
- 22           i. First to payment of costs of sale;
- 23           ii. Second to pay off the outstanding loan of American AgCredit  
               secured by the Ranch; and
- 25           iii. Third, \$300,000 to be distributed to Alley with the remainder to  
               be deposited into an interest bearing escrow account with BCM  
               Services, 9130 Double Diamond Parkway, Reno, Nevada 89521  
               pending either a settlement of this matter between the parties or

an order issued by this Court for release of the proceeds so deposited.

6. Nothing contained in this stipulation shall be construed as a waiver of rights by any party hereto.

7. When the closing of the purchase and sale of the Ranch to Deep Creek occurs, subject to compliance with the terms of this Stipulation:

- a. The Trustee, Alley, and Youren, along with their respective successors and assigns, shall be deemed to have consented to the sale and to have waived any claims to any ownership interest in the Ranch; and
- b. American AgCredit shall be dismissed from this matter with prejudice, each party to bear their own costs and attorney's fees.

8. All claims to the Ranch shall survive the process if the sale of the Ranch to Deep Creek does not close for any reason.

## IT IS SO STIPULATED.

DATED this 10<sup>th</sup> day of December, 2024.

DATED this 10<sup>th</sup> day of December, 2024.

## ROBISON, SHARP, SULLIVAN & BRUST

FLETCHER & LEE

*/s/ Stefanie T. Sharp*  
STEFANIE T. SHARP, NSB 8661  
RUSSELL J. CARR, NSB 15191  
Robison | Sharp | Sullivan | Brust  
*[Proposed] Special Counsel for Chapter 7  
Trustee and Counsel for Dustin C. Youren*

*/s/ Elizabeth Fletcher*  
ELIZABETH FLETCHER, NSB 10082  
Fletcher & Lee  
Attorneys for Defendant Buster Alley

DATED this 10<sup>th</sup> day of December, 2024.

KAEMPFER CROWELL

/s/ Louis M. Bubala  
LOUIS M. BUBALA, NSB 8974  
Attorney for Defendant American AgCredit,  
ELCA

**CERTIFICATE OF SERVICE**

Pursuant to FRBP 7005 and FRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, that I am over the age of 18 and not a party to the above-referenced case, and that on the date below I caused to be served a true copy of the forgoing STIPULATION AND REQUEST FOR ORDER REGARDING SALE OF PROPERTY AND DISBURSEMENT OF PROCEEDS on all parties to this action by the method(s) indicated below:

X I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

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18 LOUIS M. BUBALA, III on behalf of Defendant AMERICAN AGCREDIT  
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20 DATED this 10<sup>th</sup> day of December 2024.

21 */s/ Celeste Hernandez*  
22 An Employee of Robison, Sharp, Sullivan & Brust